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10 Attorneys for Plaintiff  
11 TheBrain Technologies, LP

12 **UNITED STATES DISTRICT COURT**  
13 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

14 TheBrain Technologies, LP,  
15 Plaintiff,  
16 v.  
17 AnyLogic North America, LLC,  
18 Defendant.

Case No. \_\_\_\_\_

**COMPLAINT FOR PATENT  
INFRINGEMENT**

**DEMAND FOR JURY TRIAL**

23 Plaintiff TheBrain Technologies LP (“TheBrain”) brings this action against  
24 defendant AnyLogic North America, LLC (“AnyLogic”) and hereby alleges as  
25 follows:  
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1 services rendered in the State of California and this District, and/or commits and  
 2 has committed acts of patent infringement either within the State of California  
 3 and this District, or outside the State of California and this District with a  
 4 reasonable expectation that such acts would have consequences within the State  
 5 of California and this District.

6 7. Venue is proper in this judicial district pursuant to 28 U.S.C.  
 7 §§ 1391(b), 1391(c), 1400(b), and 1404(a).

### 8 **FACTS**

#### 9 *The '736 Patent*

10 8. On December 26, 2000, U.S. Patent No. 6,166,736 (the “’736  
 11 Patent”), entitled “Method and apparatus for simultaneously resizing and  
 12 relocating windows within a graphical display,” a copy of which is attached  
 13 hereto as **Exhibit A**, was duly and legally issued by the United States Patent and  
 14 Trademark Office (“USPTO”) to Harlan M. Hugh as inventor.

15 9. TheBrain is the owner of the ’736 Patent by assignment, having  
 16 received all right, title, and interest of the ’736 Patent from TheBrain  
 17 Technologies Corporation and its wholly owned subsidiary Natrifical, LLC.

18 10. TheBrain’s CEO Harlan Hugh is the inventor of the ’736 Patent, and  
 19 its technology is embodied across several of TheBrain’s products and services.

20 11. The ’736 Patent identifies and sets out to solve technological  
 21 problems that arise out of and that are unique to computer display devices and  
 22 graphical user interface systems, including technological challenges that at the  
 23 time significantly limited the available “screen real estate” within a computer’s  
 24 display device and failed to enable users adequately to switch and/or  
 25 simultaneously view the contents loaded onto such display device. (’736 Patent  
 26 1:39-60) As such, the claimed invention of the ’736 Patent provides a graphical  
 27 user interface splitting system directly related to the graphical user interface’s  
 28 structure which improves utilization of screen real estate and increases ease of

1 accessing multiple window displays loaded within the same computer display  
2 device. ('736 Patent 2:55-62)

3 12. TheBrain has continuously and consistently marked the '736 Patent  
4 on products and services that embody the claimed technology of the '736 Patent.

5 *AnyLogic's Infringing Systems and Services*

6 13. AnyLogic makes, uses, sells, and/or offers to sell various software  
7 applications including, but not limited to, the "AnyLogic" application (the  
8 "Accused Product").

9 14. The Accused Product allows users to perform various actions with  
10 respect to dynamic simulation tools, technologies and consulting services for  
11 business applications, including but not limited to, integrating System Dynamics,  
12 Process-centric (Discrete Event), and Agent Based methods within one modeling  
13 language and one model development environment.

14 15. To provide these services to users, the Accused Product utilizes  
15 numerous windows, or panels, that make up the user interface ("UI") of the  
16 Accused Product. The UI for each of the products include indicia, such as tabs,  
17 representing the windows or panels and further includes at least one mechanism  
18 for splitting the UI in response to user interactions with said indicia. For example,  
19 the Accused Product allows users to drag tabs within the user interface and  
20 rearrange the layout of windows associated with the tabs in response to dragging  
21 the tabs.

22 16. AnyLogic markets, sells, and offers to sell the Accused Product to,  
23 without limitation, individual users, universities, research organizations,  
24 government agencies, and various corporations.

25 17. AnyLogic provides dynamic simulation tools, through the Accused  
26 Product, to enterprise customers such as Intel Corporation, Lockheed Martin  
27 Corporation, Bristol-Myers Squibb Company, and Caterpillar, Inc.  
28 ("Customers").

1           18. A detailed description of how the Accused Product infringes an  
2 exemplary claim of the '736 Patent is attached as **Exhibit B**, which is  
3 incorporated by reference herein in its entirety.

4                           *AnyLogic's Knowledge of TheBrain and the '736 Patent*

5           19. On May 10, 2016, TheBrain, through its counsel, formally notified  
6 CEO Dr. Andrei Borshchev, the CEO of AnyLogic's parent entity The AnyLogic  
7 Company, via letter that products made, used, sold, or offered for sale by  
8 AnyLogic, including the Accused Product, infringed the '736 Patent. Upon  
9 information and belief, The AnyLogic Company received the May 10, 2016 letter  
10 on or about May 17, 2016.

11           20. Since becoming aware of the '736 Patent at least as early as May 17,  
12 2016, AnyLogic continued to make, use, sell, and offer to sell the Accused  
13 Product to customers, thereby willfully infringing the '736 Patent.

14                           **COUNT 1**

15           21. TheBrain repeats the allegations contained in the preceding  
16 paragraphs 1 through 20 as though fully set forth herein.

17           22. Upon information and belief, AnyLogic has in the past infringed and  
18 continues to infringe the '736 Patent, directly and/or by contributory  
19 infringement and/or by inducement of infringement, by making, using, selling  
20 and/or offering to sell, in this judicial district and elsewhere, the Accused  
21 Product, including "AnyLogic", which embodies the patented invention of the  
22 '736 Patent.

23           23. Pursuant to 35 U.S.C. § 271(a), AnyLogic is liable for direct  
24 infringement of the '736 Patent by having made, used, offered to sell, or sold and  
25 continuing to make, use, sell and/or offer to sell the Accused Product.  
26 AnyLogic's infringement includes, but is not limited to, the manufacture, use,  
27 sale, importation and/or offer for sale of Accused Product that embodies the  
28 patented invention of the '736 Patent. AnyLogic has contracted to sell and have

1 sold the Accused Product (in configurations generally similar to the allegations  
2 previously made herein) to, *inter alia*, Customers. AnyLogic continues to make,  
3 use, sell, offer to sell, and/or import Accused Product despite having knowledge  
4 of the infringement of the '736 Patent as discussed *supra*.

5 24. Pursuant to 35 U.S.C. § 271(b), AnyLogic is liable for inducement  
6 of infringement by having, and continuing to, knowingly cause (or intend to  
7 cause) the direct infringement of the '736 Patent by users of the Accused  
8 Product.

9 25. Pursuant to 35 U.S.C. § 271(c), AnyLogic is liable for contributory  
10 infringement of the '736 Patent by having sold or offered to sell and continuing  
11 to sell or offer to sell the Accused Product, and the components thereof, that  
12 comprise a material component of the invention embodied in the '736 Patent, that  
13 are especially made or adapted for use in infringing the '736 Patent, and that are  
14 not suitable for any substantial non-infringing use having knowledge that the  
15 '736 Patent was/is being directly infringed by users.

16 26. Pursuant to 35 U.S.C. § 271(f), AnyLogic is liable for infringement  
17 of the '736 Patent by knowingly supplying customers outside of the United States  
18 with components of the Accused Product, the components having no other  
19 substantial non-infringing use and not being staple articles or commodities of  
20 commerce. Further, the combination of components supplied by AnyLogic to  
21 foreign entities would infringe the '736 Patent if such combination occurred  
22 within the United States.

23 27. Upon information and belief, AnyLogic's infringement of the '736  
24 Patent is willful, deliberate, and intentional by continuing its acts of infringement  
25 with knowledge of the '736 Patent and thus acting in reckless disregard of  
26 TheBrain's patent rights.

1           28. As a result of AnyLogic's acts of infringement of the '736 Patent,  
2 TheBrain has suffered injury to its business and property in an amount to be  
3 determined as damages, and will continue to suffer damages in the future.

4           29. Unless an injunction is issued enjoining AnyLogic and their officers,  
5 agents, servants, employees and attorneys, and all those persons in active concert  
6 or participation with them from infringing the '736 Patent, TheBrain will suffer  
7 irreparable injury for which there is no adequate remedy at law.

8                                   **PRAYER FOR RELIEF**

9           WHEREFORE, TheBrain prays for judgment and relief as follows:

10          A. A declaration that AnyLogic has infringed, is infringing, has  
11 induced and is inducing, has contributed and is contributing to the infringement  
12 of the '736 Patent;

13          B. A permanent injunction enjoining AnyLogic, its officers, agents,  
14 servants, employees, affiliates and attorneys, and all those in active concert or  
15 participation with them, from further infringing, inducing infringement, and  
16 contributing to the infringement of the '736 Patent;

17          C. An award of damages adequate to compensate TheBrain for the  
18 infringement of the '736 Patent by AnyLogic and its users;

19          D. A declaration that AnyLogic's continuing infringement of the '736  
20 Patent was and is willful, justifying a trebling of the award of damages under  
21 U.S.C. § 284, or such other enhancement of the award of damages that the Court  
22 deems appropriate;

23          E. An award of pre-judgment and post-judgment interest on the  
24 damages caused by reason of AnyLogic's infringement of the '736 Patent;

25          F. A declaration that this an exceptional case and that TheBrain be  
26 granted its reasonable attorneys' fees and expenses in accordance with  
27 U.S.C. § 285;

28          G. An award of costs and expenses to TheBrain; and

1 H. A grant to TheBrain of such other and further relief as the Court  
2 may deem just and proper.

3  
4 Dated: May 15, 2017

CHASSMAN & SEELIG, LLP,

5  
6 By: /Mark B. Chassman/  
7 Mark B. Chassman  
8 Attorneys for Plaintiff  
9 TheBrain Technologies, LP

10  
11 **JURY DEMAND**

12 TheBrain demands trial by jury on all claims and issues so triable.  
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14  
15 Dated: May 15, 2017

CHASSMAN & SEELIG, LLP,

16  
17 By: /Mark B. Chassman/  
18 Mark B. Chassman  
19 Attorneys for Plaintiff  
20 TheBrain Technologies, LP  
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